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S/N 10/035,290

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Hancock et al.

Examiner: J. Szumy

Serial No.: 10/035,290

Group Art Unit: 3632

Filed: January 3, 2002

Docket No. M&G 838.256USD1

Title: MULTIPLE USE BASE HOLDER SYSTEM

**POWER OF ATTORNEY AND CERTIFICATE UNDER 37 C.F.R. § 3.73(b)**

The undersigned hereby revokes any existing Powers of Attorney, if any, and appoints the attorneys and agents of Merchant & Gould associated with customer number:



as attorneys and/or agents with the full power to represent the applicant in connection with this application.

Please direct all correspondence to Katherine M. DeVries Smith, MERCHANT & GOULD P.C., P.O. Box 2903, Minneapolis, MN 55402-0903, and telephone (612) 336-4710.

**CERTIFICATE UNDER 37 C.F.R. § 3.73(b)**

Stearns Inc., a corporation organized and existing under the laws of the State of Minnesota, having a place of business at 1100 Stearns Drive, Sauk Rapids, MN 56379, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of the following chain of title:

- an assignment from the inventors of the patent application identified above to HHH Enterprises, LLC, a copy of which was mailed for recording in the Patent and Trademark Office on the same date that this document was


mailed to the Patent and Trademark Office. A copy of this Assignment is attached.

- an assignment from HHH Enterprises, LLC to SATV, LLC, a copy of which was mailed for recording in the Patent and Trademark Office on the same date that this document was mailed to the Patent and Trademark Office. A copy of this Assignment is attached.
- an assignment from SATV, LLC to Stearns Inc., a copy of which has been mailed for recording in the Patent and Trademark Office on the same date that this document was mailed to the Patent and Trademark Office. A copy of this Assignment is attached.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: July 2 2004

By:   
David G. Cook  
Chief Executive Officer  
Stearns Inc.





Receipt is hereby acknowledged for the following in the U.S. Patent and Trademark Office:

In re Application of: HANCOCK ET AL.  
For: MULTIPLE USE BASE HOLDER SYSTEM  
Serial No.: 10/035,290  
Docket No.: 838.256USD1  
Filed: JANUARY 3, 2002

Date Mailed: July 28, 2004

Recordation Cover Sheet  
Assignment  
Check for \$40.00 to cover Recordation Fee

KDeVriesSmith:PLStdM

Patent

Requestor:  
Vendor # / Name: 1002 Director of the United States Patent and Trademark Office  
Check Date: 07/13/04 Check # 428149  
VOUCHER INV. # DATE ACCT / DEPT# MATTER # AMOUNT PAID  
627635 tmorgan 07-13-04 265001 10100000 HARD DISB PAYABLE - (EXP G/L) 00838.0256USD1 40.00



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An Intellectual Property Law Firm  
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Minneapolis, MN 55402-2215

M&G MN No. 428149  
Check Date: 07/13/2004 17-1-910

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Director of the United States Patent and Trademark Office

Merchant & Gould P.C.

*Alan W. Kowalsky*

Two Signatures Required For Amounts Exceeding \$5,000

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Patent and Trademark Office

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1. Name of conveying party(ies):

Dennis H. Hancock  
Jeffrey D. Hancock



2. Name and address of receiving party(ies):

HHH Enterprises LLC  
105 Expedition Drive  
Evanston, WY 92830

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date: July 29, 2003

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

10/035,290

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Katherine M. DeVries Smith  
Address: Merchant & Gould P.C.  
P.O. Box 2903  
Minneapolis, MN 55402-0903

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00  
☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Katherine M. DeVries Smith

July 28, 2004

Name of Person Signing

Signature

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23552

PATENT TRADEMARK OFFICE

## ASSIGNMENT OF APPLICATION

Docket Number (Optional)

Whereas, I/We, Dennis H. Hancock & Jeffrey D Hancock of Mountain Green, UT & Uintah, UT, hereafter referred to as applicant, have invented certain new and useful improvements in Multiple Use Base Holder System

☒ for which an application for a United States Patent was filed on January 3, 2002

Application Number 10/035,290

☐ for which an application for a United States Patent was executed on \_\_\_\_\_, and

Whereas, HHH Enterprises LLC of Evanston, WY herein referred to "assignee" whose mailing address is 105 Expedition Drive, Evanston, WY 92830 is desirous of acquiring the entire right, title and interest in the same;

Now, therefore, in consideration of the sum of Ten dollars (\$ 10.00 ), the receipt whereof is acknowledged, and other good and valuable consideration, I/We, the applicant(s), by these presents do sell, assign and transfer unto said assignee the full and exclusive right to the said invention in the United States and the entire right, title and interest in and to any and all Patents which may be granted therefor in the United States, I/We hereby authorize and request the Commissioner of Patent and Trademarks to issue said United States Patent to said assignee, of the entire right, title, and interest in and to the same, for his sole use and behoof; and for the use and behoof of his legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

Executed this 29th day of July, 20 03  
at Mountain Green, UT

(Signature)

(Signature)

State of Utah

SS:

County of Morgan

Before me personally appeared said Dennis H. Hancock & Jeffrey D Hancock

and acknowledged the foregoing instrument to be his free act and deed this 29th

day of July, 20 03

Seal



NOTARY PUBLIC  
JOLENE CARTER

56 S 300 W, PO Box 911

Morgan, UT 84050

Note: Signatures of all inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required. See below.

\* ☐ Total of 2 forms are submitted.

(Notary Public)



Receipt is hereby acknowledged for the following in the U.S. Patent and Trademark Office:

In re Application of: HANCOCK ET AL.  
Serial Nos.: 10/298,099  
10/035,290  
10/094,858  
Docket No.: 838.255US01  
838.256USD1  
838.257US01

Date Mailed: July 28, 2004

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KDeVriesSmith:PLStdM



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M&amp;I MN

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Check Date 07/09/2004

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Merchant &amp; Gould P.C.

Director of the United States Patent and Trademark Office

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1. Name of conveying party(ies):

HHH Enterprises, LLC

2. Name and address of receiving party(ies):

SATV, LLC  
1100 Stearns Drive  
Sauk Rapids, Minnesota 56379

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date: April 19, 2004

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

10/298,099  
10/035,290  
10/094,858

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Katherine M. DeVries Smith  
Address: Merchant & Gould P.C.  
P.O. Box 2903  
Minneapolis, MN 55402-0903

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$120.00

☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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Katherine M. DeVries Smith



July 28, 2004

Name of Person Signing

Signature

Date

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23552

PATENT TRADEMARK OFFICE

## **PATENT ASSIGNMENT**

THIS PATENT ASSIGNMENT (this "Assignment") is entered into as of April 19, 2004, by and among SATV, LLC, a Delaware limited liability company ("Assignee"), IPI Innovations, Inc., a Utah corporation ("IPI Innovations"), IPI ATV, Corp., a Utah corporation ("IPI ATV"), IPI Marketing, LLC, a Utah limited liability company ("IPI Marketing"), HHH Enterprises, LLC, a Wyoming limited liability company ("HHH LLC" and together with IPI Innovations, IPI ATV and IPI Marketing, "Assignors," and each of the Assignors individually, an "Assignor"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

### **RECITALS**

WHEREAS, on April 19, 2004, K2 Inc., Assignee, Assignors, the Owners and Dennis H. Hancock as Sellers Agent entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to Section 2.1(c) of the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to all patents or patent applications of any kind or nature, wheresoever issued or pending anywhere in the world including without limitation the patents and applications listed on Exhibit A attached hereto and incorporated herein (collectively, the "Patents").

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Asset Purchase Agreement, Assignors hereby agrees as follows:

1. **Grant.** Assignors do hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignors' right, title, and interest in and to the Patents, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors; assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. **Representations and Warranties of the Parties.** Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. For the avoidance of doubt, the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Asset Purchase Agreement.

3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Patents and related rights in Assignee.

4. Recording of Assignment. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, or other evidence or forms of intellectual property protection or applications as, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature pages to follow]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

**ASSIGNOR:**

**IPI INNOVATIONS, INC., a Utah corporation**

By: Dennis H Hancock  
Name: Dennis H Hancock  
Title: President

**ASSIGNOR:**

**IPI ATV, CORP., a Utah corporation**

By: Dennis H Hancock  
Name: Dennis H Hancock  
Title: President

**ASSIGNOR:**

**IPI MARKETING, LLC, a Utah limited liability company**

By: Dennis H Hancock  
Name: Dennis H Hancock  
Title: Manager

**ASSIGNOR:**

**HHH ENTERPRISES, LLC, a Wyoming limited liability company**

By: Dennis H Hancock  
Name: Dennis H Hancock  
Title: Manager

**ASSIGNEE:**

**SATV, LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

**ASSIGNOR:**

**IPI INNOVATIONS, INC., a Utah corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNOR:**

**IPI ATV, CORP., a Utah corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNOR:**

**IPI MARKETING, LLC, a Utah limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**ASSIGNOR:**

**HHH ENTERPRISES, LLC, a Wyoming limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**SATV, LLC, a Delaware limited liability company**

By:   
Name: Mark H. Bauer  
Title: VP & General Counsel

# EXHIBIT A

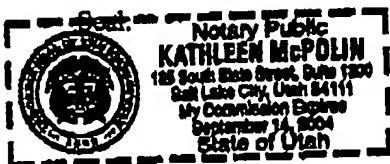
New Fin Grip	United States	HHH LLC	10,320,675	12/17/2002	Pending
Gun Scabbard	United States	HHH LLC	10,462,052	6/16/2003	Pending
Portable Radio Mount	United States	<del>HHH LLC</del>	10,647,181	8/25/2003	Pending
Hitches	United States	HHH LLC	6,536,794	3/25/2003	Registered
Wing Grip Pro Base	United States	HHH LLC	6,382,488	5/7/2002	Registered
All Terrain Vehicle Bag	United States	HHH LLC	10,094,858	3/12/2002	Pending
Fin Grip Clip	United States	IPI ATV	DES 386,298	11/18/1997	Registered
Fin Grip Holder	United States	IPI ATV	DES 386,304	11/18/1997	Registered
Vehicle Clip	United States	IPI ATV	5,078,279	1/7/1992	Registered
Bino Pouch	United States	HHH LLC	10,347,269	1/21/2003	Pending
Pro Bino Manager	United States	HHH LLC	10,345,542	1/17/2003	Pending
Seat Cushion	United States	HHH LLC	10,298,099	11/18/2002	Pending
Molded Foam Hand Protector	United States	HHH LLC	10,379,502	3/5/2003	Pending
Thumb Assist Pro Adjustable	United States	HHH LLC	10,379,501	3/5/2003	Pending
Snowmobile Bag	United States	HHH LLC	6,547,113 B1	4/15/2003	Registered
Fin Grip Air Ride	United States	HHH LLC	10,098,722	3/18/2002	Registered
Fin Grip Base	United States	IPI ATV	5,915,572	6/29/1999	Registered
Thumb Assist	United States	HHH LLC	D446488	8/14/2001	Registered
Case Carrier Pro Plus	United States	HHH LLC	6,457,618 B1	10/1/2002	Registered
Handlebar Bracket	United States	HHH LLC	6,484,913	11/26/2002	Registered
Fin Grip Pro Base	United States	HHH LLC	10,035,290	1/3/2002	Pending
Wing Thing	United States	HHH LLC	5,898,975	5/14/1999	Registered
Three Way Bag	United States	HHH LLC	5,890,639	4/6/1999	Registered
Wing Grip Pro Base	United States	HHH LLC	6,382,488	5/7/2002	Registered
Thumb Assist	United States	HHH LLC	6,494,113	12/17/2002	Registered

Acknowledgement by Notary Public

State of UTAH

County of SALT LAKE

On this 19<sup>th</sup> day of APRIL, 2004, before me, the undersigned Notary Public, personally appeared Dennis H. Haxson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. .



Signature: [Handwritten Signature]

Name: Kathleen McPolin, Notary Public



Receipt is hereby acknowledged for the following in the U.S. Patent and Trademark Office:

In re Application of: HANCOCK ET AL.  
Serial Nos.: 10/298,099  
10/035,290  
10/094,858  
Docket No.: 838.255US01  
838.256USD1  
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Date Mailed: July 28, 2004

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Vendor # / Name: 1002 Director of the United States Patent and Trademark Office

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*Blair W. Kowalsky*

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2. Name and address of receiving party(ies):

Stearns Inc.  
1100 Stearns Drive  
Sauk Rapids, Minnesota 56379

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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☐ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date: July 2, 2004

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

10/298,099  
10/035,290  
10/094,858

Additional numbers attached? ☐ Yes ☒ No

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Address: Merchant & Gould P.C.  
P.O. Box 2903  
Minneapolis, MN 55402-0903

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41): \$120.00

- ☒ Enclosed  
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8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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Katherine M. DeVries Smith

Name of Person Signing

Signature

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23552

PATENT TRADEMARK OFFICE

## ASSIGNMENT

WHEREAS, SATV, LLC, a Delaware Corporation, having an office and place of business at 1100 Stearns Drive, Sauk Rapids, MN 56379 (hereinafter "SATV"), is the owner of the three patent applications listed below, by virtue of an assignment from the inventors, Dennis Hancock and Jeffrey Hancock, to HHH Enterprises, LLC, and an assignment from HHH Enterprises to SATV, LLC:

Serial No.	Attorney Docket No.	Publication No.	Title of Appl.	Inventors	Filing Date
10/298,099	M&G 838.255US01	2004/0095001 A1	ALL TERRAIN VEHICLE SEAT CUSHION	Dennis Hancock & Jeffrey D. Hancock	11/18/2002
10/035,290	M&G 838.256USD1	2002/0053628 A1	MULTIPLE USE BASE HOLDER SYSTEM	Dennis Hancock & Jeffrey D. Hancock	01/03/2002
10/094,858	M&G 838.257US01	2003/0183668 A1	ALL TERRAIN VEHICLE SLOPED BAG WITH PROTECTED ZIPPERS	Dennis H. Hancock & Jeffrey D. Hancock	03/12/2002

AND WHEREAS, Stearns Inc., a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 1100 Stearns Drive, Sauk Rapids, MN 56379 (hereinafter "STEARNS") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patents to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, SATV has sold, assigned, and transferred, and by these presents do sell, assign and transfer unto STEARNS, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid applications, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and SATV does

hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to STEARNS as the assignee of the entire right, title and interest in and to the same, for the use of STEARNS, its successors and assigns.

AND, for the consideration aforesaid, SATV does hereby agree that it, its executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to STEARNS, its successors and representatives all facts known to SATV relating to said improvements and the history thereof and will generally do all things which may be necessary or desirable more effectually to secure to and vest in STEARNS, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore SATV covenants and agrees with STEARNS, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by SATV and that full right to convey the same as herein expressed is possessed by SATV.

IN TESTIMONY WHEREOF, this Assignment is executed this 2 day of July, 2004.

ASSIGNOR:

SATV, LLC, a Delaware limited liability company,

By:   
David G. Cook, President